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**CANADA-MANITOBA AGRICULTURAL EMPLOYMENT AGREEMENT**

**THIS AGREEMENT made this twenty-secondth day of July, 1987.**

**BETWEEN:**

**THE GOVERNMENT OF CANADA as represented by the  
Minister of Employment and Immigration (herein  
referred to as "Canada")**

**OF THE FIRST PART,**

**AND**

**THE GOVERNMENT OF THE PROVINCE OF MANITOBA as  
represented by the Minister of Agriculture  
(herein referred to as "Manitoba")**

**OF THE SECOND PART**

WHEREAS Agriculture is recognized as a concurrent jurisdiction pursuant to Section 95 of the Constitution Acts, 1867 to 1982;

WHEREAS Canada and Manitoba carry out joint initiatives in respect of the recruitment, training and movement of agricultural workers, research and promotion of improvements in working and living conditions, human resource planning and other measures related to the development and utilization of human resources for the agricultural sector of the economy;

WHEREAS Canada and Manitoba encourage and support increased consultation with the private sector concerning planning for the development and utilization of human resources for the agricultural sector of the economy;

WHEREAS Canada and Manitoba agree that the principle of employment equity is an integral part of human resources development and Canada's employment programs and services;

WHEREAS either party to this agreement is prepared to make a contribution in respect of certain costs incurred by the other party for agricultural employment initiatives;

WHEREAS the Employment and Immigration Reorganization Act (Subsection 5(3)) provides that the Minister of Employment and Immigration may, with the approval of the Governor in Council, enter into an agreement with a Province for the purpose of facilitating the formulation, coordination and implementation of employment policies and programs; and

WHEREAS the Lieutenant Governor in Council, by Order-in-Council, has authorized the Minister of Agriculture to enter into this Agreement on behalf of Manitoba;



NOW THEREFORE the parties agree as follows:

## **1.0 DEFINITIONS**

### **1.0 In this Agreement:**

- (a) "Canadian Rural Transition Program" refers to a program of job counseling, retraining and interim financial assistance to aid farm families who have lost or are about to lose their farm businesses through financial failure;
- (b) "Committee" refers to the Canada-Manitoba Agricultural Employment Committee established pursuant to Section 4 of this Agreement;
- (c) "Course of Action" refers to the proposed action plan developed for each fiscal year by the Canada-Manitoba Agricultural Employment Committee and appended as Annex A to this Agreement;
- (d) "Federal Minister" refers to the Minister of Employment and Immigration of Canada and includes anyone authorized to act on the Minister's behalf;
- (e) "Fiscal Year" refers to a twelve month period beginning on April 1st of any year and ending on March 31st of the following year;
- (f) "Joint Committee" refers to the federal-provincial committee formed pursuant to the Canada-Manitoba Agreement on Training and which is the mechanism for federal-provincial consultation on training issues.
- (g) "Provincial Minister" refers to the Minister of Agriculture of Manitoba and includes anyone authorized to act on the Minister's behalf;

## **2.0 PURPOSE**

2.1 The purpose of this Agreement is to provide a framework for facilitating cooperative efforts between Canada and Manitoba to:

- (a) ensure ongoing consultation and coordination between them in planning, development and delivery of programs designed to assist agricultural employers and workers;
- (b) promote multi-year planning and funding so as to ensure stability of programming for the agricultural labour market;
- (c) promote the increased use of human resource planning by the agricultural industry; and,
- (d) facilitate the adaptation of the agricultural labour force to changing conditions occasioned by the introduction of new technology and/or changing economic markets.

## **3.0 OBJECTIVES**

3.1 Within the context of the purpose stated above, Canada and Manitoba, through this Agreement intend to:

- (a) establish mechanisms which provide for federal/provincial consultation to ensure coordination of policies and programs relating to the development and utilization of agricultural workers for the primary agricultural sector;



- (b) provide a means whereby Canada and Manitoba can share the costs and management of joint agricultural employment measures;
- (c) incorporate the principles and objectives of human resource planning in program design;
- (d) establish the necessary linkages to ensure access for the agricultural community to programs and services of Canada;
- (e) cause the development of programming designed to facilitate the adaptation of agricultural workers and employers to technological change in the industry.

### **PART I: IMPLEMENTATION MEASURES**

#### **4.0 CANADA-MANITOBA AGRICULTURAL EMPLOYMENT COMMITTEE**

- 4.1 Canada and Manitoba will establish a committee to be known as the Canada-Manitoba Agricultural Employment Committee the membership of which shall be:
  - (a) a senior official of the Manitoba Department of Agriculture who shall be a Co-Chairperson of the Committee;
  - (b) a senior official of Employment and Immigration Canada who shall be a Co-Chairperson of the Committee;
  - (c) a second official of the Manitoba Department of Agriculture who shall be the Secretary of the Committee;
  - (d) a senior official of the Canada Department of Agriculture;
  - (e) a Chairperson of a Local Agricultural Employment Board selected by and from the Chairpersons of the Local Agricultural Employment Boards in Manitoba;
  - (f) such members as may be appointed by Canada from other departments of the Government of Canada and by Manitoba from other departments of the Government of Province of Manitoba;
  - (g) such other members as may be appointed from farm and other appropriate organizations by the Co-Chairpersons of the Committee.
- 4.2 The Committee shall meet at least twice a year as the Management Committee for this Agreement and shall have overall responsibility to:
  - (a) identify and assess agricultural employment and training needs and to recommend suitable strategies and candidate selection criteria to the Joint Committee;
  - (b) recommend, to the Director General, Manitoba Region, Employment and Immigration Canada, the establishment of Local Agricultural Employment Boards and direct their operation by establishing such operating policies and guidelines as may be required;



- (c) provide, through the Local Agricultural Employment Boards, an overview and evaluation of activities carried out by Canada Farm Labour Pools in order to facilitate the coordination and complementarity of federal and provincial agricultural policies and programs;
- (d) identify and publish guidelines for wages, working and living conditions to be met by employers of agricultural workers and to ensure that such guidelines are communicated to Chairpersons of Local Agricultural Employment Boards, Managers of Canada Farm Labour Pools, and Managers of Canada Employment Centres.
- (e) recommend to the Federal Minister and the Provincial Minister projects of merit for inclusion within their respective research programs;
- (f) function as a management committee to oversee the operation of cost-shared projects established under this Agreement;
- (g) establish sub-committees as may be required;
- (h) provide advice and representation as appropriate to the Canada-Manitoba Labour Market Needs Committee;
- (i) prepare, for each fiscal year, a "Course of Action" which identifies initiatives, states their objectives, and stipulates funding levels for cost-shared projects;
- (j) provide advice and representation as appropriate to Canada on the Canadian Rural Transition Program;
- (k) develop a suitable public information program;
- (l) provide a comprehensive annual report to both the Federal Minister and the Provincial Minister reviewing the activities of the Committee.

## **5.0 NATIONAL AGRICULTURAL EMPLOYMENT CONFERENCES**

- 5.1 Canada undertakes, in cooperation with Provincial Governments, to convene regularly a national agricultural employment conference for the purpose of:
  - (a) providing a forum at the national level for exchanging ideas and information on all matters related to agricultural employment;
  - (b) considering policies, programs and plans aimed at developing the agricultural labour force.

## **6.0 FINANCIAL ARRANGEMENTS**

- 6.1 Subject to the terms and conditions of this Agreement and subject to funds being made available by the Parliament of Canada, the total amount expended by Canada in respect of approved projects undertaken pursuant to this Agreement shall not exceed the amount agreed to annually.
- 6.2 Subject to the terms and conditions of this Agreement and subject to funds being made available by the Legislative Assembly of Manitoba, the total amount expended by Manitoba in respect of approved projects undertaken pursuant to this Agreement shall not exceed the amount agreed to annually.



6.3 Canada and Manitoba undertake to share identified and jointly agreed to costs incurred by each of them in the Course of Action set out in Annex A for each fiscal year in respect of:

- (a) travel costs and per diem allowances, in accordance with rates established by the Committee and approved by the parties hereto, for the members of the Committee;
- (b) such expenses as are necessary for the operation of the Committee and approved by the parties hereto;
- (c) the costs of publishing agricultural employment related materials including the preparation and printing of advertising, posters, audio-visual material, brochures and the like;
- (d) the costs of research projects relating to the development or evaluation of policies and programs relating to the agricultural labour market where such costs are recommended by the Committee and approved by the parties hereto;
- (e) the costs approved by the parties hereto in respect of any youth inter-provincial agricultural employment exchange programs, it being understood that neither party will pay direct or indirect wage subsidies to program participants.
- (f) the costs associated with the construction of new housing and facilities or the renovation of existing housing or facilities for seasonal agricultural workers;
- (g) transportation costs associated with travel assistance provided to agricultural workers to facilitate their access to temporary employment;
- (h) other costs recommended by the Committee and approved by the parties hereto and set out in Annex A.

6.4 Costs to be shared by Canada and Manitoba shall not include any salaries or benefits paid to or on behalf of employees of either of them.

## **7.0 FINANCIAL RECORDS AND AUDIT ARRANGEMENTS**

7.1 Each implementing jurisdiction shall maintain proper and accurate accounts and records relating to the costs of projects undertaken pursuant to this Agreement and the implementing jurisdiction shall, upon reasonable notice, make such accounts and records for projects under Annex A available to the other party for inspection and audit at all reasonable times.

Any discrepancy between the amounts paid and amounts actually payable as disclosed by any such audit shall be promptly adjusted between the parties.

7.2 Each implementing jurisdiction shall be responsible in the first instance to pay all costs of activities initiated under this Agreement.

7.3 Subject to Subsections 6.1 and 6.2, the implementing jurisdiction shall be entitled to recover from the other party that party's share of shareable costs which it has incurred and expended on jointly approved cost-shareable projects under "Annex A." Such claims to be submitted quarterly and to be due within one month following each quarter (due July 31, October 31, January 31 and April 30).



- 7.4 Subject to Subsection 6.1, payments by Canada for its share of jointly approved cost-shareable projects under "Annex A" shall be made promptly to the Province on the basis of progress claims setting out the eligible costs actually incurred and paid. Claims shall be submitted to the Director General, Manitoba Region, Employment and Immigration Canada by the Province in a form satisfactory to the principal Ministers and certified by a senior officer of the Provincial Department of Agriculture.
- 7.5 Subject to Subsection 6.2, payments by Manitoba for its share of jointly approved cost-shareable projects under "Annex A" shall be made promptly to Canada on the basis of progress claims setting out the eligible costs actually incurred and paid. Claims shall be submitted to the Deputy Minister, Manitoba Department of Agriculture by Canada in a form satisfactory to the principal Ministers and certified by a senior officer of the Federal Department of Employment and Immigration.
- 7.6 On or before October 31st in each fiscal year, the parties shall prepare and forward to their appropriate senior officials a budget forecast itemized by class of expenditure. The forecast would identify the total anticipated costs to each of them respectively for the current fiscal year and for the subsequent two fiscal years.
- 7.7 In the event of a dispute concerning claims for payment by Canada to Manitoba or Manitoba to Canada, the matter will be settled by and to the mutual agreement of the Director General, Manitoba Region, Employment and Immigration and the Deputy Minister, Manitoba Department of Agriculture and in such cases, their decisions shall be final.
- 7.8 This Agreement may, with the mutual consent of the Federal Minister and the Provincial Minister, be amended to allow for yearly adjustments to the monetary ceiling stipulated in the forecast budget of expenditures agreed to by both parties.

#### **8.0 PUBLIC INFORMATION**

- 8.1 Canada and Manitoba undertake to develop a public information program that will provide, in a manner satisfactory to both Ministers, appropriate recognition of the respective contribution of Canada and Manitoba to the cost-shared projects initiated and operated pursuant to this Agreement.
- 8.2 All public information activities including the preparation and implementation of a public information program, project announcements, release of reports, official ceremonies, pamphlets and other promotional materials and the like shall be arranged jointly through the Committee. The costs of public information activities so undertaken shall be shared equally by Canada and Manitoba.

#### **9.0 EXCHANGE OF INFORMATION**

- 9.1 Subject to Subsections (2) and (3), Canada and Manitoba agree to provide each other with whatever information that, from time to time, may be necessary to give effect to the provisions of this Agreement.
- 9.2 It is understood that information obtained by either party from the other shall be treated as confidential and shall not be used or disclosed by the receiving party for any purpose other than the purpose for which it was obtained without the consent of the party from whom it was obtained.



9.3 It is further understood that the provision by Canada to Manitoba of:

- a) information that was obtained from a person under the Unemployment Insurance Act 1971, or any regulation made thereunder, will not be disclosed except with the written authorization of the Federal Minister in accordance with Section 114 of the Act, and
- b) information other than information described in paragraph (a) that is personal information as defined in Privacy Act S.C. 1980-81-82-83 CIII, is subject to the restrictions imposed by that Act, and will not be disclosed except in accordance with that Act.

## **PART II: GENERAL PROVISIONS**

### **10.0 DURATION**

- 10.1 This Agreement shall be effective from and including the first day of April, 1986 until the thirty-first day of March, 1989.
- 10.2 This Agreement may be terminated at the end of any fiscal year by either party giving, in writing, to the other party at least three months notice.

### **11.0 ANNEXES**

- 11.1 All annexes to this Agreement form part of this Agreement.

### **12.0 AMENDMENTS**

- 12.1 This Agreement may be amended from time to time by the mutual consent of the Federal Minister and the Provincial Minister.
- 12.2 Any amendments shall be in writing and shall be in effect from the date of signing.

### **13.0 GENERAL**

- 13.1 No member of the House of Commons or the Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- 13.2 No Member of the Legislative Assembly of Manitoba shall be admitted to any share or part of this Agreement or to any benefit arising therefrom, except as may be provided under the Members of the Legislature Assembly Conflict of Interest Act.
- 13.3 The provision of contributions by Canada and Manitoba for the implementation of this Agreement is subject to funds being made available by the Parliament of Canada and the Legislative Assembly of Manitoba.
- 13.4 This Agreement is to be executed in English and in French and each version is to have equal force.



IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Employment and Immigration this \_\_\_\_ day of \_\_\_\_\_, 1987.

Ron Lapley  
Witness

Benoît Bouchard

The Honourable Benoît Bouchard  
Minister of Employment and Immigration

AND IN WITNESS WHEREOF this Agreement has been executed on behalf of Manitoba by the Minister of Agriculture this 22nd day of July, 1987.

S J Santner  
Witness

Billie Uruski

The Honourable Billie Uruski  
Minister of Agriculture



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